



Decision

Matter of: Fire Security Systems, Inc.
File: B-259076
Date: March 2, 1995

W. R. Hayes for the protester.
William E. Thomas, Esq., Dennis Foley, Esq., and Philip Kauffman, Esq., Department of Veterans Affairs, for the agency.
Paula A. Williams, Esq., and Michael R. Golden, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Bidder's submission of prices for work to be deleted rather than prices for the work remaining after the deletion was responsive to solicitation requirement that bidders furnish prices for all line items and the bidder's prices for the remaining work are readily ascertainable from the face of its bid documents. Bid entry of prices for the work to be deleted is a waivable minor informality which did not prejudice the other bidders.

DECISION

Fire Security Systems, Inc. (FSS) protests the award of a contract to any bidder other than itself under invitation for bids (IFB) No. 546-23-94, issued by the Department of Veterans Affairs to install a fire sprinkler system and fire alarm system at the VA Medical Center (VAMC) in Miami, Florida. FSS alleges that ARFRAN's low bid should be rejected as nonresponsive because the method used to price three deductive bid items was inconsistent with the solicitation requirements.

We deny the protest.

The IFB requested bids for the installation of a fire sprinkler system and fire alarm system on several floors in building No. 1 at the VAMC. It provided for a single award on a firm, fixed-price basis, depending upon the funds available and required bidders to submit prices for each bid item. The IFB schedule included a line item for a base bid, representing the entire installation effort, and three line

items for "alternate" bids. The alternate items, bid items 2 through 4, represent various deletions of work.¹

The VA received four bids for the installation project by the September 16, 1994, bid opening; the bids were as follows:

	ARFRAN	Wiginton	Fire Sprinklers	FSS ²
Item 1 Base bid	\$745,300	\$874,960	\$846,200	\$1,000,000 - 57,000*
Item 2 Deduct Alt. No. 1	\$ 82,100	\$164,612	\$102,200	\$1,000,000 - 171,000*
Item 3 Deduct Alt. No. 2	\$ 72,000	\$119,111	\$127,775	\$1,000,000 - 276,000*
Item 4 Deduct Alt. No.3	\$ 56,000	\$110,606	\$ 75,900	\$1,000,000 - 357,000*
Total for Item 1	\$745,300	\$874,960	\$846,200	\$ 943,000
Total for Item 2	\$663,200	\$710,348	\$744,000	\$ 772,000
Total for Item 3	\$591,200	\$591,237	\$616,225	\$ 496,000
Total for Item 4	\$535,200	\$480,631	\$540,325	\$ 139,000

On the day of bid opening, the contracting officer requested that the apparent low bidder ARFRAN verify its bid prices. In response, ARFRAN verified its bid and indicated that the prices entered for alternate bid item Nos. 2, 3, and 4 represent the cost of the deleted work.³ The contracting officer calculated each bidder's prices for the alternate bid items by deducting the prices for those items from the

¹For example, bid item 2, "Deduct Alternate No. 1" requested a lump-sum price and described the requested work as the "[s]ame as [i]tem [No.] 1 (base bid) except, delete installation of fire sprinkler system and fire alarm system in [b]uilding [No.] 1 on floor one (1)."

²The protester submitted a timely bid modification which lowered its bid for each of the four bid items as indicated in the table by an '*'.

³On September 19, the contracting officer requested that ARFRAN, Wiginton, and Fire Sprinkler verify their bid prices. Each bidder verified their bids and indicated that the prices entered for bid item Nos. 2, 3, and 4 represent the cost of the deleted work.

corresponding base bid. The agency intends to make award to ARFRAN since funds are presently available for award of bid item No. 2.

FSS protests the VA's decision to consider ARFRAN's bid which it believes is nonresponsive because for bid item Nos. 2, 3, and 4, ARFRAN improperly entered prices for the work to be deleted under the alternate bid items rather than the price of the work remaining after the deletion.

The agency responds that ARFRAN's failure to insert the price of the work remaining after the deletion set forth in bid item Nos. 2, 3, and 4 did not render ARFRAN's bid nonresponsive because the total amount of ARFRAN's bid for these alternate line items was otherwise evident from ARFRAN's submitted pricing schedule. The contracting officer decided that this was a minor, waivable informality in accordance with Federal Acquisition Regulation (FAR) § 14.405.

The test for responsiveness is whether a bid offers to perform the exact thing called for in an IFB, so that acceptance of the bid will bind a bidder to perform in accordance with all of the terms and conditions of a solicitation without exception. OTKM Constr., Inc., 64 Comp. Gen. 830 (1985), 85-2 CPD ¶ 273. Here, we find ARFRAN's bid was responsive to the solicitation and the submission of prices for the work to be deleted rather than prices for the work remaining after the deletion was a waivable minor informality.

As required by the IFB, ARFRAN entered a price for each line item on the bid schedule thereby evidencing its intent to perform each line item requirement. Because there is no doubt that ARFRAN intended to be bound to its bid, ARFRAN's failure to precisely follow the IFB's instructions to submit a dollar amount for the work remaining after the deletion set forth in bid item Nos. 2, 3, and 4 was properly waived by the contracting officer as a minor informality. While ARFRAN did not follow the exact instructions of the IFB, it nevertheless provided prices for the work to be deleted in the corresponding bid schedule blanks for each alternate bid item; thus, the amount of ARFRAN's bid for the remaining

'FAR § 14.405 defines a minor informality or irregularity as:

"[O]ne that is merely a matter of form and not of substance. . . . some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders."

work could be ascertained by simply deducting the dollar amount for the deleted work from the corresponding base bid. Since ARFRAN's deviation from the exact requirements of the IFB did not have a material effect on its legal obligations, it may be waived as a minor informality. See Vista Contracting, Inc., B-255267, Jan. 7, 1994, 94-1 CPD ¶ 61.

Moreover, we find that ARFRAN's pricing method did not prejudice other bidders as evidenced by the fact that the other bidders priced the alternate bid items in the same way. As stated previously, Wiginton and Fire Sprinkler furnished prices for the work to be deleted under alternate line item Nos. 2, 3, and 4, rather than prices for the work remaining after the deletion. Even the protester, on its initial bid schedule and subsequent bid modification, inserted a dollar amount on the corresponding bid schedule line items which was to be deducted from its base bid prices. Under these circumstances, FSS has made no showing that it was prejudiced by the method used by ARFRAN or any other bidder in pricing each bid item. See Moretrench Envtl. Servs., Inc., B-248326.2, Sept. 10, 1992, 92-2 CPD ¶ 162.

The protest is denied.

\s\ Paul Lieberman
for Robert P. Murphy
General Counsel